

AGREEMENT

This Agreement made this the 19th day of June, 1978, in Senatobia, Tate County, Mississippi, by and between Meramec Specialty Company, by and through its duly authorized agent and officer, Mark R. Loyd, President, and V. W. Wilson, Willie Mae Wilson, and Dale Wilson and Wife, Judy Ann Wilson, and the American Fireworks Company, Inc., by and through its duly authorized agent and officer, Dale Wilson, President, and Mark R. Loyd.

It is the intent of the parties that the certain pending litigation between Meramec Specialty Company as complainant/cross-defendant, and V. W. Wilson, Willie Mae Wilson, and Dale Wilson as defendants/cross-complainants, being cause number 73-246, presently on file in the Chancery Court of DeSoto County, Mississippi, and all issues and controversies pertaining thereto or which might pertain thereto, be finally settled and resolved.

THEREFORE, IN EXCHANGE OF THE MUTUAL COVENANTS AND PREMISES, it is hereby agreed and understood as follows:

1. That Meramec Specialty Company, as complainant in said cause of action hereby agrees to dismiss, with prejudice, all pleadings and issues presently on file and pending in Cause No. 73-246, in the Chancery Court of DeSoto County, Mississippi, further, that defendants and cross-complainants, V. W. Wilson, Willie Mae Wilson, and Dale Wilson, hereby agree to dismiss, with prejudice, all pleadings and issues presently on file in Cause No. 73-246 of said court, and all claims, whether known or unknown by such parties, are also dismissed, released and discharged with prejudice.

2. That as consideration for any dismissals, with prejudice, defendants/cross-complainants, V. W. Wilson, Willie Mae Wilson, and Dale Wilson, jointly and severally, agree to pay, and complainant, Meramec Specialty Company, agrees to accept as full and complete settlement of all claims, issues, and controversies, the sum of \$20,000.00 payable as follows: \$5,000.00 due and payable on July 15, 1978, and the remaining balance of \$15,000.00 payable in three (3) annual installments of \$5,000.00 each with interest on the unpaid principal balance at the rate of eight per cent (8%) per annum, and the obligors shall have the right of prepayment without penalty.

*Mark R. Loyd*  
*Dale Wilson*

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Said annual installments shall be due and payable on July 15, 1978, and on each and every successive July 15 thereafter until same is paid in full.

3. That as additional consideration, V. W. Wilson, Willie Mae Wilson, Dale Wilson, and Judy Wilson, agree to allow Meramec Specialty Company and Dale Wilson to enter into a joint venture, and they do herein enter into such joint venture, for a period of five (5) years, being ten (10) regular fireworks sales seasons on the property owned by Dale Wilson and wife, Judy Wilson in DeSoto County, Mississippi, known as the "Fritz" property, beginning this instant season on June 19, 1978, and ending on <sup>time, if shorter,</sup> or about July 6, 1978, or for the state or local law shall regulate or control the length of said season, known as the "July 4th" sales season. That henceforth the "July 4th" sales season shall run from June 15 through July 5, or whenever same may be regulated by state or local law. That in addition thereto, said joint venture shall exist during a period known as the "Christmas New Years" sales season beginning on December 5, 1978 and ending on January 3, 1979, and each and every "Christmas - New Years" sales season thereafter, <sup>or for the time</sup> as same may be allowed by state or local law <sup>if shorter</sup>. That in any event, said ten (10) sales seasons shall begin, first season being June 19, 1978 and last season being January 3, 1983.

MR  
DW

MR  
DW

4. Further, that in said joint venture, Dale Wilson shall furnish the stand, fireworks, merchandise, and all equipment, fixtures, and personnel, as well as a manager to operate said stand and pay all expenses thereof, and that said manager shall take a polygraph test as to the accuracy of an accounting to be furnished unto Meramec Specialty Company and Mark R. Loyd. That upon the request of Meramec Specialty Company, Dale Wilson shall forthwith subject himself to a polygraph test as to the accuracy of said accounting. That Meramec Specialty Company shall receive as compensation from said stand a sum equal to twenty-two and one-half per-cent (22.5%) of gross sales

Mark R. Loyd  
Dale Wilson

after deduction of all sales taxes (e.g., \$20,000.00 gross sales, less \$1,000.00 taxes, leaving a balance of \$19,000.00 out of which 22.5% or \$4,275.00 shall be paid to Meramec Specialty Company).

5. That the hours of said joint venture (operation) shall be from 10:00 o'clock A. M. to 10:00 o'clock P. M., or a minimum of twelve (12) hours a day, or as may be regulated by state or local law.

6. That, if in the event, the sale of fireworks should be prohibited by state and local law, then the joint venture shall cease to exist during said period of prohibition. But, in any event, said joint venture shall cease to exist on January 3, 1983, with final accounting for the "Christmas - New Years 1982-83" season to be on January 15, 1983.

7. That an accurate list of merchandise (invoice) shall be kept by Dale Wilson and his manager together with a complete and accurate list of daily sales records in said stand and an accurate closing inventories so that the merchandise sold can be accurately determined.

8. That Dale Wilson and The American Fireworks Company, Inc. shall not be responsible for loss due to theft, fire, storm, or other acts of God, and beyond the control of Dale Wilson.

9. It is understood and agreed that Varner W. Wilson, Mrs. Willie Mae Wilson, Dale Wilson, Mrs. Judy Wilson, and Mark R. Loyd and Meramec Specialty Company American Fireworks Company, Inc., /or any of them, will not, directly or indirectly, as employee, agent, independent contractor, consultant, partner, director, adviser, stockholder, officer, owner, or otherwise engage in a business in competition with the fireworks business to be operated by the said Dale Wilson within a radius of three-quarters (3/4) of a mile from the outer boundaries of the said "Fritz" and the said and/or within such boundaries "Wilson" properties/ Because of the importance of this provision,

*MR L*  
*DL*

*MR L*  
*DL*

*Mark R. Loyd*  
*Dale Wilson*

it is agreed that in the event of its breach, Meramec Specialty Company shall be entitled to equitable as well as legal remedies. This covenant and agreement of non-competition shall continue throughout the term of this agreement

10. Whenever any duty or obligation is hereby imposed on the said Dale Wilson, it shall likewise include and impose such duty or obligation upon American Fireworks Company, Inc. and the parties are jointly and severally liable under this contract and agreement.

11. The said Dale Wilson shall operate such business on either or both the properties known as the "Wilson" property and the "Fritz" property in DeSoto County, Mississippi and which properties are described in the copies of certain deeds attached hereto as Exhibit "A" to this agreement and same are to be considered as fully a part hereof as if set out herein in words and figures.

12. It is the intent and purpose of all parties hereto that the said Dale Wilson shall own and operate a retail fireworks business on the West side of Highway 61 in DeSoto County, Mississippi on either, or both, the "Fritz" and "Wilson" properties described in Exhibit "A" to this agreement throughout the life of this agreement. Further, that such business shall be operated in the usual and customary manner and all usual and customary records kept and maintained for the use of all parties hereto throughout the life of this agreement. If, at any time, the said Dale Wilson and/or American Fireworks Company, Inc. cannot, for reasons beyond their control, conduct the operation of such business, then they shall promptly notify the said Meramec Specialty Company by registered mail, return receipt requested, and shall give the date that they shall discontinue the operation and the reason or reasons therefor. In such event, the said Meramec Specialty Company shall then have the option, if it can legally do so, to take up and continue

Mark R. Lloyd  
Dale Wilson

such operation for the remainder of the period covered by this agreement (that is until January 3, 1983) and in such event, all profits therefrom shall be and belong solely to the said Meramec Specialty Company and all parties hereto will cooperate with the said Meramec Specialty Company in a reasonable manner so as to operate such business in the usual and customary manner that such business had theretofore been operated.

13. This contract and agreement is not assignable by any party hereto as to all or any interest that any party or parties may have, without the express written permission of all parties hereto.

14. This instrument is not intended to limit, and does not limit, the owners of such properties from utilizing same in any manner that is not unreasonable in the successful operation of a retail fireworks business on such properties. Said owners may erect and operate a warehouse for wholesale fireworks operations so long as it does not unreasonably interfere with the said retail operation. In any event, said retail business shall have ample room for parking and facilities as to the retail business.

15. The said Varner W. Wilson, Mrs. Willie Mae Wilson, Dale Wilson, Mrs. Judy Wilson, American Fireworks Company, Inc. (a Mississippi Corporation), Meramec Specialty Company (a Missouri corporation qualified to do business in the State of Mississippi) and Mark R. Loyd, do all jointly and severally join in this instrument for all purposes and do expressly ratify, confirm and adopt same and do agree to be bound by all terms and provisions thereto.

16. This contract and agreement shall be binding upon the parties hereto, their heirs, administrators and assignees (where permitted) and successors in title. The covenants and agreements herein shall run as a covenant with the said "Fritz" and "Wilson" properties until the termination thereof on January 3, 1983 and meaning to include and describe in the said "Fritz" and "Wilson" properties all lands owned by any of the parties hereto on the West side of Highway 61 in DeSoto County, Mississippi.

*Mark R. Loyd*  
*Dale Wilson*

17. Sales made at wholesale by Dale Wilson and/or American Fireworks Company, Inc. shall be to dealers for resale who possess sales tax numbers.

18. The said Varner W. Wilson, Dale W. Wilson, and Mrs. Judy Wilson, do hereby certify that the said Willie Mae Wilson, is fully competent in all respects to execute and enter into this agreement.

19. The parties hereto do agree that this contract and agreement is to be submitted to the Chancery Court of DeSoto County, Mississippi in the cause as hereinabove referred for ratification and adoption as a part of any final decree entered by the court dismissing such cause with prejudice.

WITNESS the signatures of the parties hereto, executed in quadruplicate, with each to be an original, on this the 19th day of June, 1978.

MERAMEC SPECIALTY COMPANY

By: Mark R. Loyd  
President

AMERICAN FIREWORKS CO., INC.

By: Dale Wilson  
President  
Mark R. Loyd  
Mark R. Loyd

V. W. Wilson  
V. W. Wilson

Willie Mae Wilson  
Willie Mae Wilson

Dale Wilson  
Dale Wilson

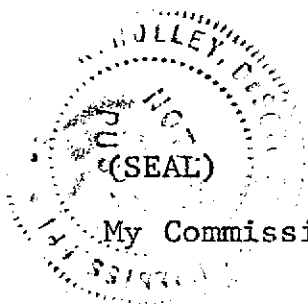
Mrs. Judy Ann Wilson  
Mrs. Judy Ann Wilson

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named, Varner W. Wilson and wife, Willie Mae Wilson, who did each acknowledge to me that they signed and delivered the above and foregoing Agreement on the day and year therein mentioned as their free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 19th day of June, 1978.



Betty R. Helley  
NOTARY PUBLIC

My Commission Expires: 5/10/82.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named, Judy Ann Wilson, who did acknowledge to me that she signed and delivered the above and foregoing Agreement on the day and year therein mentioned as her free and voluntary act and deed.

GIVEN under my hand and official seal of office on this the 19th day of June, 1978.



Betty R. Helley  
NOTARY PUBLIC

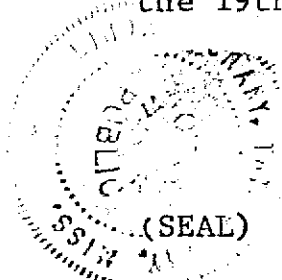
My Commission Expires: 5/10/82.

STATE OF MISSISSIPPI

COUNTY OF TATE

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named, Dale W. Wilson, Mark R. Loyd and Mark R. Loyd as President of and for and on behalf of Meramec Specialty Company ( a Missouri Corporation), and Dale W. Wilson as President of and for and on behalf of American Fireworks Company, Incorporated, who did each acknowledge that they signed and delivered the above and foregoing agreement on the day and year therein set and pursuant to lawful authority duly vested in them to so do.

GIVEN under my hand and official seal of office on this the 19th day of June, 1978.



*Linda M. Gray*  
NOTARY PUBLIC

My Commission Expires: 12/1/80.



THE STATE OF MISSISSIPPI,  
DeSoto County

Special

By virtue of the authority conferred on me as Commissioner, by the decrees and proceedings in the case of

Varner W. Wilson and wife Willie Mae Wilson

Complainant, Vs. Edgar Flynn

Defendant, No. 8934 on the general order of the Chancery Court of DeSoto County, State of Mississippi,

which decrees and proceedings are here referred to and made a part of this conveyance as aforesaid,

James P. Tipton, Chancery Clerk  
James P. Tipton, Special Commissioner

as aforesaid, and in consideration of Four Thousand & No/100 dollars

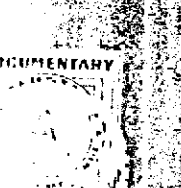
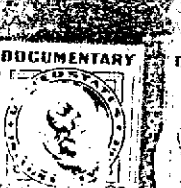
4,000.00

I hereby convey to Varner W. Wilson and wife Willie Mae Wilson

the purchaser thereof, as a sale made by me on the 25th day of April, 1961

the following described land, lying and being situated in the County of DeSoto, State of Mississippi:

Beginning at a point in the North Right-of-Way of U.S. Highway No. 61, which point is 792.0 feet East and 600.0 feet North of the Southwest corner of Section 14, Township 1, Range 9 West; thence North 0° 45' West 361.0 feet to an iron pin in the Mississippi-Tennessee State Line; thence South 41° 47' East 119.0 feet to an iron pin in the North Right-of-Way of said Highway No. 61; thence southwesterly along said right-of-way to the point of beginning and containing 2.0 acres, more or less. All bearings are magnetic.



Witness my signature the 22nd day of April, 1961

James P. Tipton, Chancery Clerk  
Special Commissioner, Etc.

THE STATE OF MISSISSIPPI  
DeSoto County

This day personally appeared before me

James P. Tipton, Chancery Clerk  
Special Commissioner

who acknowledged that he signed and delivered the foregoing conveyance on the day and year therein mentioned.

Given under my hand and official seal, this the 22nd day of April, 1961

Richard H. [Signature]  
[Signature]

## STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 11 o'clock and NO minutes A M 24<sup>th</sup> day of April 1911, and that the same has been recorded in Book No. 49 Page 323 records Warrant Arrest of said county.

Witness my hand and seal this 25<sup>th</sup> day of April 1911.

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SCA 1

James P. Zipton CLERK

EXHIBIT 'A'

MRL  
Dul

STATE OF MISSISSIPPI,  
DESOTO COUNTY.

I, H. G. Ferguson, Clerk of the Chancery Court in and for said county and state, hereby certify that the foregoing is a true and correct copy of the Special Commissioner's Deed as the same appears on file or of record in Book 49 Page 323 of the records of DeSoto County, Mississippi.

Witness my hand and official seal this the 15<sup>th</sup> day of

June 1978

H. G. Ferguson  
Chancery Clerk, DeSoto County, Mississippi

B. W. McLean, D.C.

HERMAN GREEN, ET UX, GRANTORS

TO

WARNER W. WILSON, ET UX, GRANTEE

State Documentary Stamps in the Value of \$ 1.25 were duly attached and cancelled this the 29th day of September, 1959.

James P. Dugan Chancery Clerk

WARRANTY DEED

For and in consideration of (\$450.00) four hundred and fifty dollars cash in paid the receipt of which is hereby acknowledged, I, Herman Green, do hereby grant, bargain, sell convey and warrant unto Varner W. Wilson and wife, Willie Mae Wilson the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

BEGINNING at the Southeast corner of the Ison Flinn land which be bought from

W. F. Taylor, and M. F. Embrey by warranty deed of date October 9, 1902, recorded in Deed Book 12, Page 392, in the Chancery Clerk's Office of DeSoto County, Mississippi running thence West 314 feet to the East Boundary line of Lakeview Road; running thence North 160 feet to a point; running thence East 114 feet to a point; running thence North 50 feet to a point; running thence East 210 feet to the East boundary line of said Ison Flinn land; running thence South 210 feet to the beginning; all in the Southwest corner of Section 14, Township 1, Range 9, DeSoto County, Mississippi, according to the survey of M. B. Dabney of Hernando, Mississippi. Less accepted the land sold by Ike Brodnax, ET UX to Robert Herman Tomlison as shown in Deed Book 43- at page 189 and described as follows; Beginning at the Southeast corner of the Ison Flinn tract running thence West 314 feet to the West boundary line of Lakeview road; thence North 104 feet to a point; thence East 314 feet to a point;

314 feet to the West boundary line of Lakeview road; thence North 104 feet to a point; thence East 314 feet to a point; thence South 104 feet to the point of beginning. Containing 3/4 of an acre and being the same property conveyed by property deed by Viola Flinn Conwell to Ike Brodnax and his wife Lucy Brodnax as recorded in Deed Book 12, page 392 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Further being land described in the record in the books number 47, at page 17, in land deeded by Ike Brodnax ET UX to Herman Green ET UX.

"EXHIBIT A"

MBL  
MBL

## DEED RECORD No. 47, DESOTO COUNTY, MISSISSIPPI

MENT-MERIDIAN

Possession is given with delivery of this Deed, with the taxes for the year of

1959 to be paid by the Grantor.

Witness my signature this the 20 day of September, 1959.

Herman Green

Minnie Lee Green

\$ .55 U. S. REVENUE STAMPS ATTACHED AND CANCELLED.

\$1.25 MISS. TRANSFER STAMPS ATTACHED AND CANCELLED.

STATE OF TENNESSEE

COUNTY OF SHELBY

This day personally appeared before me, the undersigned authority in and for the county and state aforesaid, Herman Green who acknowledged to me that the signed and delivered the above and foregoing warranty deed on the day and year therein mentioned as this free and voluntary act and deed for the proposed therein expressed.

Given under and official seal of office this the 20th day of August, 1959.

SEAL.

W. O. Carroll

My Commission Expires Nov. 7, 1962

STATE OF MISSISSIPPI,

DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock and 30 minutes A M 29th day of Sept. 1959 and that the same has been recorded in Book No. 47

Page 201 records of Land Deeds of said County.

Witness my hand and seal this the 29th day of September 1959.

SPAT.

*James G. Fisher*  
Clerk

Filing and Indexing \$ .05  
Recording 1.80  
Abstracting .15  
Certificate .50  
TOTAL 2.50

" EXHIBIT A "

*MR F*  
*Adm*

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STATE OF MISSISSIPPI,  
DESO TO COUNTY.

I, H. G. Ferguson, Clerk of the Chancery Court in and for said county and state, hereby certify that the foregoing is a true and correct copy of the will of Robert Ferguson as the same appears on file or of record in Book 47, Page 201 of the records of DeCade County, Mississippi. Witness my hand and official seal this 1 day of March, 1920.

~~Chemistry Clerk, DeSoto County, Mississippi~~

Dr. J. C. Smith



HARRISON FLYNN, ET AL., GRANTORS \*

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Oult- Claim Deed

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VARNER W. WILSON, ET UX, GRANTEES

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For and in consideration of One-Thousand Dollars (\$1,000.00) cash in hand paid, the receipt of which is hereby acknowledged, we, Harrison Flynn, Fred Flynn, A. H. Westbrooks, (son of Pearl Flynn Westbrooks, deceased), Wilbur Green, Alberta Flynn, Toney( daughter of Lillie Flynn Tucker, deceased ), Viola Flynn Conwell,Oren Flynn,Jr., and Virginia Flynn (daughter and son of Oren Flynn Sr., deceased) do hereby sell, convey our undivided interests or any claim whatsoever that we may have to Varner W. Wilson and wife, Willie Mae Wilson, as tenants by the entirety with the right of survivorship and not as tenants in common, the land lying ;and being situated in DeSoto County, Mississippi, described as follows, to-wit:

Beginning at a point in the north right of way of U.S. Highway # 61, which point is 792.0 feet east and 600.0 feet north of the southwest corner of Section 14 Township 1, Range 9 West, thence north 0 45' West 561.0 feet to an iron pin in the Mississippi- Tennessee State line; thence south 41° 47' east 449.0 feet to an iron pin in the north right of way of said Highway 61; thence southwesterly alongside right-of way to the point of beginning and containing 2.0 acres, more or less. All Bearings are magnetic.

possession of said land will be given upon the delivery of this deed.

Witness our signatures this the 16th day of September, 1960.

Alberta Toney  
Virginia Flynn

Harrison Flynn  
) Fred Flynn

Wilbur Green

A.H. Westbrooks  
Viola Conwell

Oren H. Flynn, Jr.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Harrison Flynn, Fred Flynn, A.H. Westbrooks, who acknowledged that they signed and delivered the above foregoing and Quit-Claim Deed on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

" EXHIBIT A "

MR. L. D. D.

Given under my hand and official seal of this office., thds the 16th day of  
September, 1960.

SEAL  
Richard Davis, Circuit Clerk  
Notary Public,

My Commission expires Jan. 6, 1964

STATE OF ILLINOIS  
COUNTY OF COOK

This day personally appeared before me, the undersigned authority, in and for  
said County and State, the within named Virginia Flynn, who acknowledged that she signed  
*for Virginia Flynn and her husband David Flynn*  
and delivered the above mentioned as her free and voluntary act and deed and for  
the purposes therein expressed.

Given under my hand and official seal of this office this the 5th day of

October, 1960.  
SEAL  
Ralph A. Rose  
Notary Public

My Commission expires June 17, 1964

STATE OF INDIANA  
County of Lake

This day personally appeared before me the undersigned authority in and for  
said County and State, the within named, Alberta Toney, who acknowledged that she  
signed and delivered the above and foregoing and Quitclaim Deed on the day and date  
therein mentioned as her free and voluntary act and deed and for the purposes therein

October, 1960.  
SEAL

Evelyn J. Whitley  
Notary Public

My Commission expires: 2-5-1961

STATE OF MINNESOTA

COUNTY OF HENNEPIN

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Viola Conwell, who acknowledged that she signed and delivered the above and foregoing deed on the day and date therein mentioned as here free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 19 day of September,

1960.  
SEAL

Carlton Brevig  
Notary Public

CARLTON BREVIG

Notary Public, Hennepin County, Minn.

My Commission expires May 22, 1965

My Commission expires:

STATE OF MISSOURI

CITY OF ST LOUIS

This day personally appeared before me, the undersigned authority in and for said County and State, the within named Oren Flynn Jr. who acknowledged that he signed and delivered the above and foregoing Quit-Claim Deed on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of this office this the 24 day of September, 1960.

" EXHIBIT A "

MRL

SEAL

Lewis D. Howard  
Notary Public

My Commission expires: 13 Mar. 64

State of Mississippi

County of Desoto

This day personally appeared before me, the undersigned authority, in and for said County and State, the within named, Wilbur Green, who acknowledged that he signed and delivered the above and foregoing Quit-Claim deed on the day and date therein mentioned as his free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of this office this 1st day of October, 1960.

SEAL

Richard Davis, Circuit Clerk  
Notary Public

My Commission expires Jan. 6, 1964

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 2 o'clock and 15 minutes p.m. 10th day of November, 1960 and that the same has been recorded in Book No. 48, Page 500 records of Land Deeds of said County.

Witness my hand and seal this the 12th day of Nov. 1960.

SEAL

"EXHIBIT A"

MR. Lewis D. Howard

CLERK

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STATE OF MISSISSIPPI,  
DESOLO COUNTY.

I, H. G. Ferguson, Clerk of the Chancery Court in and for said county and state, hereby certify that the foregoing is a true and correct copy of the Deed of Conveyance as the same appears on file or of record in Book 48 Page 500 of the records of Desoto County, Mississippi, this 15th day of June 1918.

H. G. Ferguson  
Chancery Clerk, Desoto County, Mississippi.

W. B. McDaniel

ALPHANSO WESTBROOK AND HIS WIFE,  
ERMA WESTBROOK, GRANTORS

TO

Special WARRANTY DEED

VARNER M. WILSON AND HIS WIFE,  
WILLIE MAE WILSON, GRANTEES

For and in consideration of Four Thousand Dollars (\$4,000.00) cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, we, Alphanso Westbrook and his wife, Erma Westbrook, Grantors do hereby sell, convey and specially warrant to Varner W. Wilson and his wife, Willie Mae Wilson, Grantees as tenants by the entirety with the right of survivorship and not as tenants in common the land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

A fractional part of the Isom Flinn 19 Acres in the Southwest Quarter of Section 14, ~~containing 0.72 acres~~, being more particularly described by metes and bounds as follows: Beginning at an iron pin in the northwest line of U. S. Highway No. 61 (100 feet wide) a distance of 994.94 feet northeastwardly as measured along said northwest line from its intersection with the south line of Section 14, Township 1 South, Range 9 West and running thence north 22 degrees 26 minutes west a distance of 280.45 feet to an iron pipe in the west line of the Isom Flinn 19 acres; thence north along the west line of said 19 acres, a distance of 107 feet to an iron pipe at the northwest corner thereof in an old fence line; thence south 42 degrees 09 minutes east along the southwest line of the land owned by the heirs of Isom Flinn a distance of 308.12 feet to a spike at the south corner thereof in the northwest line of Highway 61; thence south 35 degrees 55 minutes west along the northwest line of Highway 61 a distance of 170 feet to the point of beginning, containing 0.72 acres, more or less and expressly being whether accurately described or not all of the land lying west of U. S. Highway 61 in the southwest quarter of Section 14, Township 1 south, Range 9 West owned individually by Alphanso Westbrook and expressly excluding whether accurately described or not all lands owned by Alphanso Westbrook jointly with the other heirs of Isom Flinn.

The warranty in this deed is subject to rights of way and easements for public utilities and further subject to subdivision and zoning regulations in effect in DeSoto County.

Ad Valorem taxes for the year 1963 and all subsequent years are to be paid by the grantees. Possession of the above described property will be given with delivery of this deed.

Witness our signatures this the 14<sup>th</sup> day of December, 1963.

*Alphanso Westbrook*  
*Erma Westbrook*  
Grantors



STATE OF MISSISSIPPI

COUNTY OF DESOTO

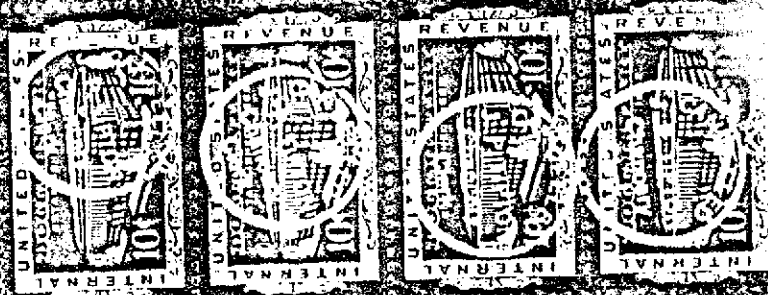
This day personally appeared before me, the undersigned authority in and for said county and state, the within named Alphonso Westbrook and his wife, Erma Westbrook, who acknowledged that they signed and delivered the above and foregoing warranty deed on the day and date therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office this the 14<sup>th</sup> day of December, 1963.

James P. Lipton Chancery Clerk  
Notary Public

My commission expires:

Jan 6, 1964



STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 15 minutes P.M. 17<sup>th</sup> day of Dec. 1963, and that the same has been recorded in Book No. 166 Page 601, records of Warranty Deed of said County.

Witness my hand and seal this the 18<sup>th</sup> day of Dec., 1963.

Fees \$25.00

SEAL

James P. Lipton CLERK

STATE OF MISSISSIPPI,  
DESOTO COUNTY.

I, H. G. Ferguson, Clerk of the Chancery Court in and for said county and state, hereby certify that the foregoing is a true and correct copy of the Warranty Deed and the same appears on file or of record in Book 166 Page 601 of the records of DeSoto County, Mississippi.  
Witness my hand and official seal this the 15<sup>th</sup> day of

H. G. Ferguson  
Chancery Clerk, DeSoto County, Mississippi

EXHIBIT A



VARNER WILSON ET UX

GRANTORS

TO

QUELLE CITE DEUT

DALE W. WILSON

GRANTEE

For and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, WE, VARNER WILSON and wife, MICHAEL MAE WILSON, do hereby sell, convey and quitclaim

unto DALE W. WILSON all of our right, title and interest in and to the land lying and being situated in DeSoto County, Mississippi, as described as follows: to wit:

A 1.00 Acre parcel of land described as beginning at 6" x 6" concrete right-of-way monument post set in the ground at the intersection of the Mississippi Transportation State Road with the West right-of-way line of U. S. Highway No. 61; thence run North 90 degrees 00 minutes West along said State line 462.0 feet to an iron pin driven in the ground; thence run South 54 degrees 05 minutes East 161.0 feet to a 6" x 6" concrete right-of-way post set in the ground at the intersection of this course with the West right-of-way line of the afore-said U. S. Highway 61; thence run North 39 degrees 57 minutes East along said right-of-way line 268.8 feet to the point of beginning, the same being 1.00 Acres, and located in Section 14, Township 13 Range 6 West, DeSoto County, Mississippi.

" EXHIBIT A " MRL  
DW

SUBJECT to the Subdivision and Zoning Rules and Regulations of DeSoto County, Mississippi.

Possession will be given upon delivery of deed.

WITNESS our signatures, this, the 23 day of June, 1972.

*Varner Wilson*

Varner Wilson

*Willie Mae Wilson*

Willie Mae Wilson

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for said County and State, the within named VARNER WILSON and wife, WILLIE MAE WILSON, who each acknowledged that they signed and delivered the above and foregoing Quitclaim Deed on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and Official Seal this, the 23 day of June, 1972.

*James C. [Signature]*  
NOTARY PUBLIC

My Commission Expires:

My Commission Expires March 1, 1973

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 3 o'clock 35 minutes P M. 23 day of June 1972, and that the same has been recorded in Book 96, Page 481 records of WARRANTY DEEDS of said County.

Witness my hand and seal this the 26 day of June 1972.

"EXHIBIT A"

MRL

STATE OF MISSISSIPPI,  
DESOTO COUNTY.

I, H. G. Ferguson, Clerk of the Chancery Court in and for said county and state, hereby certify that the foregoing is a true and correct copy of the Quitclaim Deed as the same appears on file or of record in Book 96 Page 481 of the records of DeSoto County, Mississippi.

Witness my hand and official seal this the 15 day of

June 19 78

H. G. Ferguson  
Chancery Clerk, DeSoto County, Mississippi

D. W. McClain, D.C.

STATE OF MISSISSIPPI, DESOTO COUNTY

I certify that the within instrument was filed for record at 10 o'clock 45 minutes A.M. 26 day of June 1978, and that the same has been recorded in Book 135 Page 341 records of WARRANTY DEEDS of said County.

Witness my hand and seal this the 28 day of

Fees \$16.00pd.

SEAL

H. G. Ferguson

June 1978.  
CLERK